



Regional Education Cooperative VII
315 E. Clinton
Hobbs, NM 88240
Phone 575-393-0755 Fax 575-393-0249
<http://hobbsschools.net/department/rec7>

REQUEST FOR PROPOSALS

Regional Education Cooperative VII

NIGP Commodity Code: 20843

RFP #2223-5

Support Senate Bill 48 from the 2022 legislative session to provide abstinence education in rural schools across the state and build positive, healthy relationships with trusted adults.

ISSUED

October 31, 2022

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INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Regional Education Cooperative VII (Agency), on behalf of the New Mexico Public Education Department (PED), seeks a CONTRACTOR who shall perform work in support of Senate Bill 48 from the 2022 legislative session to provide abstinence education in rural schools across the state and build positive, healthy relationships with a trusted adult.

All information regarding this RFP can be found at <http://hobbsschools.net/department/rec7> under the Requests for Proposals section.

B. SCOPE OF WORK

Summary of Projects

The CONTRACTOR shall perform the following work to support Senate Bill 48 from the 2022 legislative session to provide abstinence education in rural schools across the state and build positive, healthy relationships with a trusted adult:

- A. Seek advance approval from the DEPARTMENT's Safe and Healthy Schools Bureau (SHSB) on all sub-contracts, including qualifications and job descriptions for any professional service sub-contract;
- B. Collaborate with DEPARTMENT-identified staff on the implementation of the statement of work;
- C. CONTRACTOR to provide abstinence education as part of sexual risk avoidance and best practices for teaching students about building positive, healthy relationships with trusted adults, family members, and friends (including romantic friends) in all aspects of their lives and rural schools across the state;
- D. Work as a fiscal agent with the selected provider; and
- E. CONTRACTOR shall invoice for all work by June 7, 2023.

Scope of Work	Accountability Measures	Budget
Provide abstinence Education (See C above).	Collaborate with PED’s Safe & Healthy School Bureau	\$95,319.80 Indirect <u>4,680.20</u> Total \$100,000.00

C. Procurement Contact

This RFP could result in the contractual award(s) between the two parties (awarded Offeror and the Agency). Other parties may use this procurement. The contract shall be implemented for a term of one (1) calendar year and may be extended on an annual basis for up to three (3) years in one-year increments for a total of four (4) years, contingent upon sufficient funding and satisfactory work performance provided by the selected Offeror. In no case will the contract, including all renewals thereof, exceed four (4) years, as outlined in § 13-1-150. A contract awarded as a result of this RFP is contingent upon appropriation by the New Mexico Legislature or other funding sources for the period of this procurement, satisfactory contract compliance, and the Contractor's ability to provide services successfully. Should contract non-compliance be determined, the contract may be terminated or amended. A potential offeror or the offeror agrees to comply with state laws and rules about employee workers' compensation insurance coverage. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

Regional Education Cooperative VII will manage all aspects of procurement whose name, address, telephone number, and email address are listed below:

Procurement Coordinator:

Name: Regional Education Cooperative VII
Cliff Burch
Address: 315 E. Clinton Hobbs, NM 88345
Telephone: (575) 393-0755
Fax: (575) 393-0249
Email: burchc@hobbsschools.net

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Regional Education Cooperative VII, Procurement Coordinator listed above. Offerors may contact ONLY Regional Education Cooperative VII, Procurement Coordinator, regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond. **Protests of the solicitation or award must be delivered by mail to the Regional Education Cooperative VII Protest Manager.** ONLY protests delivered directly to the Protest Manager in writing in the 15-calendar day protest period will be considered to have been submitted properly and by statute, rule, and this Request for Proposals. Emailed protests will not be viewed adequately submitted, nor will protests delivered to Regional Education Cooperative VII Procurement Coordinator be considered properly submitted.

Protest Manager:

Name: Cliff Burch
Executive Director
Regional Education Cooperative VII
Address: 315 Clinton, Hobbs, NM 88240
Telephone: (575) 393-0755
Fax: (575) 393-0249
Email: burchc@hobbsschools.net

D. DEFINITION OF TERMINOLOGY

This section contains definitions used throughout this procurement document, including appropriate abbreviations.

1. **“Agency”** is the issuing Agency of procurement, contracts, purchase orders, and all aspects associated with contract/procurement management. The agency shall be used unless otherwise written specifically identifying the entity.
2. **“Close of Business”** means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
3. **“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction derived from an ITB or RFP.
4. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
5. **“Contractor”** means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over six months, with the said six-month period being at any time during the year prior before the contract(s) with the State, or any time during the term of the agreement (s) with the State.
6. **“Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete or part of a project.
7. **“Department of Information Technology”** means the New Mexico Department of Information Technology is responsible for operating the data center and all common communications-related.
8. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
9. **“Determination”** means the written documentation of a decision of a procurement manager, including findings of fact supporting a conclusion. A determination becomes part of the procurement file to which it pertains.
10. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.
11. **“DFA/CRB”** means the Contracts Review Board of the Department of Finance and Administration for the State of New Mexico.
12. **“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee.” (See below.) Such a definition does not include governmental entities.
13. **“Evaluation Committee”** means a body appointed by the Agency management to evaluate offeror proposals.
14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
15. **“Finalist”** is defined as an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.
16. **“Mandatory”** The terms “must,” “shall,” “will,” and “is required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.
17. **“Milestone”** means a significant event in a project, usually the completion of a major deliverable.

- 18. “New Mexico Employee”** means any resident of the State of New Mexico performing the majority of their work within the State of New Mexico for any employer, regardless of the location of the employer’s office or offices.
- 19. “Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation to achieve the Executive Order’s goals.
- 20. “Offeror(s)”** is any person, corporation, or partnership who chooses to submit a proposal.
- 21. “Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive proposals.
- 22. “Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 23. “Requirements”** are obligatory and mean the system functions related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 24. “Responsive Offer or Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements outlined in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.
- 25. “Responsible Offeror”** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 26. “Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after January 1, 2012, AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2012.
- 27. “Solicitations”** means ITBs and RFPs.
- 28. “State (the State)”** means the State of New Mexico.
- 29. “State Purchasing Agent”** or “SPA” means the purchasing agent for the State of New Mexico or a designated representative.

30. Operational Definitions:

“Cultural and Linguistic Responsiveness (CLR)” - Cultural and Linguistic Responsiveness (CLR) The NMPED defines CLR as validating and affirming an individual’s home culture and language to create connections with other cultures and languages in various social contexts. Culturally and Linguistically Responsiveness is “the validation and affirmation of the home. (indigenous) culture and home language for building and bridging the student to succeed in the culture of academia and mainstream society” (Hollie, 2012). This includes culturally responsive teaching, a pedagogy that empowers students intellectually, socially, emotionally, and politically by using cultural and historical references to impart knowledge, skills, and change attitudes” (Ladson Billings, 1994).

“New Mexico Instructional Scope (NMIS)” - Provides detail and clarity around standards, best practices for instruction, and the most critical prerequisite skills and knowledge for math and literacy and bundling strategies for science. Supports lesson planning and district/school school-wide and horizontal alignment as pacing guides are developed at the local level. What content or skills to prioritize? Includes ongoing **progress monitoring** tools to inform the curricular decision decision-making room. Address skill deficits in the context of **current-grade-level work**. Identify & assess **priority standards** to accelerate student learning

E. ELIGIBLE APPLICANTS

Eligible applicants include public or private organizations with documented and demonstrated ability to provide services described in this RFP.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement. Regional Education Cooperative VII reserves the right to alter or update the schedule. Regional Education Cooperative VII will make every effort to adhere to the schedule.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
Issue RFP	Regional Education Cooperative VII	October 31, 2022
Deadline to Submit Questions	Potential Offerors	November 16, 2022
Response to Written Questions	Regional Education Cooperative VII	November 17, 2022
<i>Submission of Proposal</i>	<i>Potential Offerors</i>	November 21, 2022
Proposal Evaluation	Evaluation Committee	November 28, 2022
Selection of Finalists	Evaluation Committee	November 28, 2022
Oral Presentations by Finalists (At Regional Education Cooperative VII and PED's Discretion)	Offerors/Evaluation Committee	November 29, 2022
Finalist Contractual Agreements	Agency/Finalist Offerors	November 30, 2022
Contract Awards	Agency/Finalist Offerors	November 30, 2022
Protest Deadline	Regional Education Cooperative VII	15 days after the award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in **Section II-A SEQUENCE OF EVENTS**.

Issuance of RFP

Regional Education Cooperative VII is issuing this RFP on **October 31, 2022**. The RFP may be viewed and downloaded at <http://hobbsschools.net/departments/rec7>

Distribution List

Potential Offerors should complete the online *Distribution Form* to place their organization on the procurement distribution list. The form should be submitted by an authorized representative of the

organization by 4:00 pm MDT on **November 16, 2022**. The procurement distribution list will be used to distribute written responses to questions. Failure to submit the online *Distribution Form* shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list-

https://docs.google.com/forms/d/1zggoB7KzT52gRaOUvADE-0H_n2yZnBGpo1w-HugS-JI/edit

All Offeror's information from FormPlus will generate the Distribution list. All Offeror's questions and Agency answers will be shared with all Offerors via email.

Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **November 16, 2022**, at 4:00 PM. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be emailed to Mr. Cliff Burch at burchc@hobbsschools.net and Dr. Greg Rockhold at Rockholdg@hobbsschools.net. Questions shall be clearly labeled and cite the Section(s) in the RFP or other document that form the basis of the question.

Response to Written Emailed Questions

Written responses to the written questions will be distributed by **November 17, 2022**, by 4:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events to all potential Offerors whose organization name appears on the Distribution List.

https://docs.google.com/forms/d/1zggoB7KzT52gRaOUvADE-0H_n2yZnBGpo1w-HugS-JI/edit

Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER NO LATER THAN **4:00 pm** MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **November 21, 2022**. Proposals received after this deadline will not be accepted. The date and time of receipt will be time-stamped on each proposal.

Proposals must be submitted to the Procurement Manager electronically to:

<https://www.formpl.us/form/5656734695817216>

A public log of the names of all Offeror organizations that submitted proposals will be kept. Under NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. According to this Request for Proposals, the negotiation process is deemed in effect until the contract is awarded. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

Proposal Evaluation

Proposals will be evaluated on **November 28, 2022**, as indicated in the sequence of events, depending upon the number of submissions received. During this time, REC VII may initiate discussions with Offerors who submit responsive or potentially responsive proposals to clarify aspects of the proposals.

However, proposals may be accepted and evaluated without such discussion. The Offerors SHALL NOT initiate conversations.

Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors by **November 28, 2022**, or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations/demonstrations will be determined.

Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals to obtain the best and final offers. Best and final offers may also be clarified and amended at the finalist Offeror's oral presentation and demonstration.

Oral Presentation and Product Demonstrations by Finalists

An oral presentation by an offeror to clarify a proposal may be required.

Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror around **November 30, 2022**, or as soon as possible. This date is subject to change. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

Contract Awards

After the Evaluation Committee reviews, the Agency will award by **November 30, 2022**, or as soon as possible. This date is subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to support the Scope of Work. The most advantageous proposal may or may not have received the most points.

Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172, and applicable procurement regulations. ONLY protests delivered directly to the Protest Manager in writing within the protest period will be considered appropriately submitted and by statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the actual date of Contract Awards and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and include the protestor's name, address, and request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits, and specify the ruling requested from the party listed below. The protest must be delivered to:

Name: Regional Education Cooperative VII
Cliff Burch, Executive Director
Address: 315 E. Clinton, Hobbs, NM 88240
Telephone: (575) 393-0755
Fax: (575) 393-0249
Email: burchc@hobbsschools.net

Protests received after the deadline will not be accepted.

III. GENERAL REQUIREMENTS

The State Purchasing Agent's procurement code regulations will conduct this procurement by 1.4.1 NMAC.

A. **ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the electronic submission form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in *Section G* of this RFP.

B. **INCURRING COST**

Any cost incurred by the potential Offeror in the preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for the setup and demonstration of the proposed equipment and system shall be borne exclusively by the Offeror.

C. **PRIME CONTRACTOR RESPONSIBILITY**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfilling all requirements of the contractual agreement with a state agency that may derive from this RFP. The state agency entering into a contractual agreement with an Offeror will make payments to only the prime contractor.

D. **SUBCONTRACTORS/CONSENT**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

E. **AMENDED PROPOSALS**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be identified as such in the transmittal letter. Regional Education Cooperative VII personnel will not merge, collate, or assemble proposal materials.

F. **OFFEROR'S RIGHTS TO WITHDRAW PROPOSAL**

- 1) Offerors will be allowed to withdraw their proposals before the deadline for receipt of proposals. The Offeror must submit a written withdrawal request electronically and signed by the Offeror's duly authorized representative.

- 2) The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

G. PROPOSAL OFFERS FIRM

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer if the Offeror is invited or required to submit one.

H. DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be kept confidential until the Agency completes negotiations and the award. At that time, all proposals and documents about the proposals will be open to the public, except for material proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is restricted to:

confidential financial information concerning the Offeror's organization;
and data that qualifies as a trade secret by the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

PLEASE NOTE: The price of products or the cost of the proposed services shall not be designated proprietary or confidential information.

Suppose a request is received for disclosure of data for which an Offeror has made a written request for confidentiality. In that case, Regional Education Cooperative VII shall examine the Offeror's recommendation and makes a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so informed. The proposal shall be open to public inspection, subject to any continuing prohibition on disclosing confidential data.

I. NO OBLIGATION

This RFP in no manner obligates Regional Education Cooperative VII to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

J. TERMINATION OF RFP

This RFP may be canceled at any time, and all proposals may be rejected in whole or part when the Agency determines such action to be in the best interest of Regional Education Cooperative VII.

K. SUFFICIENT APPROPRIATION

Any contract awarded due to this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

L. LEGAL REVIEW

Regional Education Cooperative VII requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

M. GOVERNING LAW

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

N. BASIS FOR PROPOSAL

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for preparing Offeror proposals.

O. CONTRACT TERMS AND CONDITIONS

1. The contract may follow the format specified and contain the terms and conditions outlined in the Sample Contract Appendix E. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and supplemented, and the successful Offeror's proposal will be incorporated into any resultant contract.

2. Exceptions from the contract terms and conditions as outlined in the RFP. Sample Contracts are discouraged. Such exceptions may cause a proposal to be rejected as non-responsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

3. Should an Offeror object to any of the terms and conditions outlined in the RFP Sample Contract (APPENDIX E) strongly enough to propose alternative terms and conditions despite the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency. They will result in the disqualification of the Offeror's proposal.

4. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

5. If an Offeror fails to propose alternative terms and conditions during the procurement process (the RFP process before selecting a successful Offeror), proposed alternate terms and conditions may not be considered later during the negotiation process. Failure to propose alternative terms and conditions during the procurement process (the RFP process before selection as a successful Offeror) is considered an explicit agreement by the Offeror that the Offeror accepts the contractual terms and conditions contained herein.

6. The initial contract resulting from this RFP will be for one year. The contract may be extended beyond the original contract period by one-year or multi-year renewal options for a maximum of three additional years, at the Agency's sole discretion and by mutual agreement. The contract term will not exceed four (4) years.

P. CONTRACT DEVIATIONS

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process before selection as a successful Offeror), will be discussed only between the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

Q. OFFEROR QUALIFICATIONS

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

R. RIGHT TO WAIVE MINOR IRREGULARITIES

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the compulsory exact needs. Failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

S. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

T. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor, and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

U. AGENCY RIGHTS

The Agency, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

V. RIGHT TO PUBLISH

Throughout this procurement process and contract term, Offerors and contractors must secure from Regional Education Cooperative VII written and before releasing any information about the potential work or activities covered by this procurement and agency contracts deriving from this procurement. Failure to adhere to this requirement may result in the Offeror's proposal disqualifying removal from the contract.

W. OWNERSHIP OF PROPOSALS

All documents submitted in response to the RFP shall become the property of the Regional Education Cooperative VII.

X. CONFIDENTIALITY

Any confidential information provided to or developed by the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Regional Education Cooperative VII. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without procuring the Agency's written permission.

Y. ELECTRONIC MAIL ADDRESS REQUIRED

All procurement communication will be conducted by electronic mail (email). The offeror must have a valid email address to receive this correspondence.

AA. NEW MEXICO EMPLOYEES' HEALTH COVERAGE - Appendix A

1. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any contracts between Contractor and the State exceed 250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance, (b) declined health insurance due to other health insurance coverage already in place, or (c) declined health insurance for other reasons. These records are subject to review and audit by a state representative.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information <https://www.bewellnm.com/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM- Appendix B

The Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Appendix B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified officials. Failure to complete and return the signed, unaltered form will result in disqualification.

AA. CONFLICT OF INTEREST - Appendix C

Offers must complete, sign and return the Conflict-of-Interest Form, Appendix C, as a part of their proposal. Failure to complete and return the signed, unaltered form will result in disqualification.

BB. DEBARMENT/SUSPENSION CERTIFICATION FORM - Appendix D

Any prospective Contractor and any of its Principals' who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction agree to disclose whether the Contractor or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of the contract by any federal entity, a state agency, or local public body;
2. has, within three years preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to get, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined.
 - i. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - ii. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payments. A taxpayer is delinquent if the taxpayer had failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
5. Have one or more contracts terminated for default by any federal or state agency or local public body within three years preceding this offer. For this purpose, the principal means an officer, director, owner, partner, or person with primary management or supervisory responsibilities within a business entity or related entities. The Contractor shall provide immediate written notice to the State Purchasing Agent or another party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was erroneous or became erroneous because of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in the termination of this Agreement. However, the disclosure will be considered in determining the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
6. Nothing contained in the preceding shall be construed to require establishing a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor are not required to exceed that which a prudent person typically possesses in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. , Suppose during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with the commission of any offenses named in this document. In that case, the Contractor must provide immediate written notice to the State Purchasing Agent or another party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the contract for cause. Still, the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

IV. RESPONSE FORMAT AND ORGANIZATION

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

A. **NUMBER OF RESPONSES**

Offerors shall submit only one (1) proposal.

B. **METHOD OF SUBMISSION**

All proposals must be submitted electronically to:

<https://www.formpl.us/form/5656734695817216>

The Offeror need only submit a single copy of the proposal outlined below.

C. **SUBMISSION FORMAT**

All information for the technical proposal must be combined into a single pdf file/document for uploading.

D. **TECHNICAL ISSUES**

For technical support issues, contact Dr. Greg Rockhold (575) 433 – 0100, Ext. 3069

E. **PROPOSAL FORMAT**

All proposals must be submitted as follows:

- Typeface must be easily readable such as Ariel, Courier, or Times Roman, and type size must be 12-point.
- The proposal may be **no longer** than 70 single-spaced pages. Supplemental information may be appended to the proposal.
- All pages shall be numbered.

F. **RESPONSE ORGANIZATION**

The proposal must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated. Offerors should respond in the form of a thorough narrative to each specification in correlation unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

G. **Technical Proposal**

The Vendor will provide abstinence education as part of sexual risk avoidance and best practices for teaching students about building positive, healthy relationships with trusted adults, family members, and friends (including romantic friends) in all aspects of their lives;

The Vendor will provide abstinence education in rural schools across New Mexico.

The Vendor will seek advance approval from the Public Education Department (PED) Safe and Healthy Schools Bureau (SHSB) on all sub-contracts, including qualifications and job descriptions for any professional service sub-contract;

II. Summary of Projects

The Vendor will provide abstinence education as part of sexual risk avoidance and best practices for teaching students about building positive, healthy relationships with trusted adults, family members, and friends (including romantic friends) in all aspects of their lives.

The Vendor will provide abstinence education in rural schools across New Mexico.

The Vendor will seek advance approval from the Public Education Department (PED) Safe and Healthy Schools Bureau (SHSB) on all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

Upon completion of services rendered, the Vendor will submit a Summary of best practices with a narrative reflective of teaching students about building positive, healthy relationships with trusted adults, family members, and friends (including romantic friends) in all aspects of their lives.

The Vendor will supply a breakdown of ages served along with gender.

Note: Support Senate Bill 48 from the 2022 legislative session to provide abstinence education in rural schools across the state and build positive, healthy relationships with trusted adults.

You can view "SB 48.pdf" at:

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:3b51696f-9906-3802-a7d8-482e068c6d25>

Section 19, pg. 61, "B" pg. 62.

III 4. SUPPLEMENTAL INFORMATION

- a. New Mexico Employees Health Coverage Form - Appendix A (Pass/Fail)
- b. Signed Campaign Contribution Form - Appendix B (Pass/Fail)
- c. Conflict of Interest Form - Appendix C (Pass/Fail)
- d. Debarment/Suspension Certification Form - Appendix D (Pass/Fail)
- e. Response to Contract Terms and Conditions (Pass/Fail)
- f. Offeror's Additional Terms and Conditions (Optional)
- g. Other supporting documentation to support the Technical Proposal.
- h. New Mexico Preferences

As amended, the percentage will be determined based on the point-based system outlined in NMSA 1978, § 13-1-21 (as amended). Certification can be obtained by visiting: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

1. New Mexico Resident Business Preference

If the Offeror has provided their valid Resident Business Preference Certificate, the Resident Business Preference Points will be awarded equivalent to 5% (five percent) of the total possible points.

2. New Mexico Resident Veterans Business Preference

Suppose the Offeror has provided their valid Resident Veteran Business Preference Certificate and has a preceding annual gross income that does not exceed \$3,000,000 (three million dollars). In that case, Resident Veteran Business Preference Points will be awarded equivalent to 10% (ten percent) of the total possible points.

This procurement could result in contractual agreements between two parties; the procurement may be used by other parties (Agency).

G. EVALUATION

A. Evaluation Point Summary and Factors

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror to clarify the response.
3. The Evaluation Committee may use other sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based on the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State take into consideration the evaluation factors. Please note, however, that a severe deficiency in response to any one factor may be grounds for rejection regardless of the overall score.

<u>Evaluation Factors</u>	<u>Available Points</u>
The proposal is organized as described in Section IV. Response Format and Organization and contains all listed items in the sequence indicated.	Pass/Fail
New Mexico Employees Health Coverage Form - Appendix A	Pass/Fail
Signed Campaign Contribution Form - Appendix B	Pass/Fail
Conflict of Interest Form - Appendix C	Pass/Fail
Debarment/Suspension Certification Form - Appendix D	Pass/Fail
Response to Contract Terms and Conditions	Pass/Fail
Offeror's Additional Terms and Conditions	Optional
New Mexico Resident Business Preference	Optional
New Mexico Resident Veterans Business Preference	Optional
New Mexico Resident Business Preference	Optional
New Mexico Resident Veterans Business Preference	Optional

<p>Technical Proposal – PER PROJECT</p> <ol style="list-style-type: none"> 1. Offeror Introduction includes a background that supports the ability of the offeror to carry out the proposal based on their experience and expertise. Provide the number of team members the offeror will assign to the project, a job description, and the required qualifications for each team member that will be involved in the contract execution (200 points) 2. Three Letters of Reference from prior partnerships related to the project proposed (50 points) 3. Budget (100 points) 4. Implementation Plan (200) 	<p>550</p>
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V. ADMINISTRATIVE REQUIREMENTS

Before contract execution, the offeror must provide the following documents within 15 days of contract award.

- Proof of insurance must be provided within thirty (30) calendar days of contract award and shall name Regional Education Cooperative VII as additionally insured.
 - Tax Identification: The Offeror must possess a tax identification number
- The Offeror must be a registered business in the State of New Mexico with a CRS number
- The offeror must provide background checks, as directed by Regional Education Cooperative VII, for all persons within the organization that will be providing on-site services within New Mexico schools.
- Federal W-9

APPENDIX A

**NEW MEXICO EMPLOYEE'S HEALTH COVERAGE FORM
REC7 RFP 2223-5**

1. If the Offeror has or grows to six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees, if the expected annual value in the aggregate of any contracts between Offeror and the Agency exceed \$250,000.00.
2. The offeror agrees to maintain a record of the number of employees who have (a) accepted health insurance, (b) declined health insurance due to other health insurance coverage already in place, or (c) declined health insurance for other reasons.
3. The offeror agrees to advise all employees of the availability of State public financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information: <https://www.bewellnm.com/>.

Signature of Offeror: _____

Date: _____

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
REC7 RFP 2223-5

Under NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures for the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole-source contract. In addition, the prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years before the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years before the date the contractor signs the contract if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two years.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement under the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected official who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance, or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf to elect the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

“Pendency of the procurement process” means the period commencing with the public notice of the request for proposals and ending with the contract award or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association, or private legal entity.

“Prospective contractor” means a person subject to the competitive sealed proposal process outlined in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or a representative.

Signature

Date

Title (Position)

APPENDIX C
CONFLICT OF INTEREST FORM
REC7 RFP 2223-5

As utilized herein, the term “Offeror” shall mean that entity submitting a proposal to The Agency in response to the above-referenced proposal request.

The authorized Person, Firm, and Corporation state that to the best of their belief and knowledge: No employee or Coordinating Council member of the Agency or New Mexico Public Education Department (or close relative), except for the person(s) identified below, has a direct or indirect financial interest in the Offeror or the proposed transaction. The Offeror neither employs nor negotiates to employ any Agency employee, council member, or close relative, except for the person(s) identified below.

The Offeror did not participate directly or indirectly in preparing specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Offeror, please identify the Legislator:

The list below the names(s) of any New Mexico Public Education Department or Agency employee, board member, or close relative who now or within the preceding 12 months (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of Offeror’s stock, if Offeror is a publicly-traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received a grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

CERTIFICATION

The undersigned, at this moment, certifies that they have read the above CONFLICT OF INTEREST Status requirements and that they understand and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____

APPENDIX D

**SUSPENSION STATUS FORM
REC7 RFP 2223-5**

The Offeror certifies that it is not suspended, debarred, or ineligible from entering into contracts with the Federal Government, any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Offeror agrees to provide immediate notice to the Agency Procurement Department in the event of being suspended, debarred or declared ineligible by any department or Agency of the Federal government, any agency of local public body of the State of New Mexico, or upon receipt of a notice or proposed debarment that is received.
After submitting the quote or offer before the purchase order or contract award.

CERTIFICATION

The undersigned, at this moment, certifies that they have read the above CONFLICT OF INTEREST Status requirements and that they understand and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature of Offeror: _____

Date: _____

APPENDIX E

SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

Contract # 229980000XX

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **REGIONAL EDUCATION COOPERATIVE VII (REC VII)**, from now on referred to as the “Agency,” and **<CONTRACTOR NAME>** from now on referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Regional Education Cooperative VII Executive Director.

IT IS AGREED BETWEEN THE PARTIES:

1. Engagement of Contractor.

Agency agrees to engage the Contractor on a non-exclusive basis to perform the services set forth herein, on non-exclusive basis, to the Agency during the term of this Agreement in such amounts as the Agency shall require in its sole discretion. There is no requirement imposed upon the Agency under this Agreement to purchase any quota of services hereunder. The contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions outlined in this Agreement. The contractor is an independent contractor and is not an employee of the Agency. The contractor has provided or intends to offer similar services (as described in this Agreement) to others as a Contractor.

2. Scope of Work.

The Contractor shall provide professional services under the detailed scope of work and budget attached as Addendum A.

3. Compensation.

A. This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services over the total compensation amount without this Agreement being amended in writing before services are in excess of the total compensation amount being provided.

B Nothing contained in this Agreement shall require Agency to pay for any unsatisfactory work, as determined by Agency, or for work that is not in compliance with the terms of this Agreement. In no event will the Contractor be paid for services over the total compensation amount without this Agreement being amended in writing before those services being more than the total compensation amount being provided. The contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount.

C. Payment is subject to the availability of funds under the Appropriations provisions outlined in Paragraph 6 below and to any negotiations between the parties from year to year under Paragraph 2,

Scope of Work. All invoices MUST BE received by the Agency **no later than 5:00 PM MST on June 24, 2023**. Invoices received after such date WILL NOT BE PAID.

D. Contractor shall submit detailed monthly invoices for all services performed and expenses incurred. Suppose the Agency finds that the invoiced services are not acceptable within thirty days after receipt of written notice from the Contractor that payment is requested. In that case, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services or expenses and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services or expenses have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the postmarked date. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL SIGNED BY THE REC VII EXECUTIVE DIRECTOR. This Agreement shall terminate on **June 24, 2023**, unless terminated under paragraph 5 (Termination) or paragraph 6 (Appropriations).

5. Termination.

A. Grounds. The Agency may terminate this Agreement before the end of the term for convenience or cause, as outlined in Paragraphs 5.B.1 and 5.B.3. below, The Contractor may terminate this Agreement as outlined in Paragraph 5.B.2 below.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph 5.B.3., the Agency shall give the Contractor written notice of termination at least thirty (30) days before the intended termination date. Agency shall pay the Contractor only for authorized Services performed up to the termination date.

2. Contractor shall give Agency written notice of termination at least sixty (60) days before the intended termination date. Agency may agree, in writing, to waive such sixty (60) day notice requirement.

3. Notwithstanding the preceding, this Agreement may be terminated immediately upon Agency's written notice to the Contractor if (i) the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated under Paragraph 6, "Appropriations," of, is Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed before the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become the property of the Agency upon termination. It shall be submitted to the Agency as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Suppose the Agency proposes an amendment to the Agreement to reduce funding unilaterally. In that case, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including, without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement **without the prior written approval of the Agency**. No subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency. A copy of an approved subcontract shall be sent to the Agency within 15 days of final execution.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency. The Contractor further agrees to comply with all provisions of the Family Educational and Privacy Act (FERPA), 20 USC Sec. 1232 (g), and to hold the Agency harmless from claims, complaints, or causes of action from an alleged violation of FERPA.

12. Compliance with Law and Policies.

In the performance of this Agreement, the Contractor shall abide by applicable laws of the State of New Mexico, the Public Education Department's rules, and the Agency's policies and regulations, as they may exist or be hereafter amended.

13. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claims of ownership by or on behalf of the Contractor. The Contractor shall further not cite materials, data, analyses, or reports developed or acquired under this Agreement without written permission of the Agency Executive Director or the Executive Director's Designee. The Contractor agrees to prepare and execute any licenses or transfers of copyright necessary to vest ownership in the Agency of any materials developed or acquired by the Contractor under this Agreement.

14. Amendment.

A. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to reduce funding due to budget or other considerations unilaterally, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, under the termination provisions as outlined in Article 4 herein or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, Agreements, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of the law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Jurisdiction and venue shall be proper only in a New Mexico court of competent jurisdiction by NMSA 1978, § 38-3-1 (G). By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. Records and Financial Audit.

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency and the State Auditor. The Agency shall have the right to audit billings before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. Contractor shall provide background checks for any employees or subcontractors that may have contact with children.

19. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services under this Agreement. Suppose any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor. In that case, the Contractor shall notify the Agency by certified mail as soon as practicable but no later than two (2) days after it receives notice thereof.

20. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be adequate to waive any other rights.

22. Notices.

Notice by either party shall be in writing and delivered by courier service, US mail, or electronic mail to the receiving party designee as specified below. The electronic notification shall be deemed received when the party sending electronic notice receives written verification of receipt by the receiving party, including but not limited to a read receipt.

To the Agency:
Dr. Greg Rockhold
315 E. Clinton
Hobbs, NM 88240
rockholdg@hobbsschools.net

To the Contractor:

<, CONTRACTOR NAME or AGENCY>

<^%>

<ADDRESS>

<CITY>, <STATE> <ZIP CODE>

<PHONE NUMBER>

<EMAIL>

23. Authority.

Suppose the Contractor is other than a natural person. In that case, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

24. Insurance.

The Contractor shall maintain in force during the entire term of this Agreement comprehensive general liability insurance and shall produce a copy of the policy if requested by the Agency. The Contractor understands and agrees that REC VII shall not provide insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. REC VII recommends that the Contractor obtain the insurance coverage that the Contractor determines is appropriate. The contractor understands that the Contractor may be personally liable for injuries or damages if the Contractor does not obtain insurance coverage. REC VII recommends that the Contractor consults with an attorney if the Contractor is uncertain about the need for or desirability of obtaining insurance.

IN WITNESS, the parties have executed this Agreement as of the date of signature by the AGENCY EXECUTIVE DIRECTOR below.

By: _____

Date: _____

Cliff Burch, Executive Director
Regional Education Cooperative VII

By: _____

Date: _____

<AUTHORIZED SIGNER NAME>

<AUTHORIZED SIGNER TITLE>

<AGENCY (if applicable)>

REVIEWED BY REC VII Business Manager

Date: _____

Pat Jaco

Addendum A

A. Budget

See pg. 4

This is a **FIXED PRICE** contract.

B. Administrative.

- **Before the start date, the Contractor must provide:**

1. Proof of Professional Liability Insurance
2. REC7 Offeror Forms (if applicable)
 - a. Direct Deposit Form
 - b. Offeror Information Form
 - c. ERB Screening Form
 - d. Federal W-9
3. Background Check (If applicable)

- **Gross receipts tax (GRT)**

The contract amount is inclusive of gross receipts tax (GRT). Gross receipts tax (GRT) is the Contractor's responsibility for questions about GRT; please consult a tax professional.

- **Invoicing**

Invoices shall align with the *Budget* and only include allowable costs as expressly written in *Addendum A, B. Budget*. Billing costs, including but not limited to tax and professional services more than or that do NOT align with the *Budget*, shall only be allowable upon written approval from REC VII. Invoices will be reviewed and approved; billing inconsistencies may be subject to non-payment.

Invoices are to be submitted **monthly** to REC VII. Remit invoices to: Burchc@hobbsschools.net and JacoP@hobbsschools.net.

- a. **Oversight and direction for the implementation of the Scope of Work as outlined in *Addendum A* shall be directed by the NMPED as follows:**

The PED contact for this RFP is Deborah Chavez, Deborah.Chavez1@ped.nm.gov

This contract was procured by State Statute.

I have reviewed and agree to the information as set out in Addendum A _____

Contractors Initials